

Space Above This Line for Recording Data

Prepared By: Realty Title, 2396 East Parkway, Hernando, MS 38632 (662)429-2680

Return To: _____

WARRANTY DEED

After recording, return to: *
Select Title & Escrow, LLC
7145 Swinnea Road, Suite 1
Southaven, MS 38671
(662) 349-3930

Grantor(s): **Jennifer P. Pendergrast**
Address: 2625 Scott Road
Hernando, MS 38632
901-848-6440
662-393-0384

Grantee(s): **Leonard Baggett**
3734 Conrail Circle
Horn Lake, MS 38637
901-827-8408
NA

File #

09-1136

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, Jennifer P. Pendergrast does/do hereby sell, convey and warrant unto Leonard Baggett, as tenants by the entirety with full rights of survivorship and not as tenants in common, the land lying and being situated in DeSoto County, Mississippi, more particularly described as follows, to wit:.

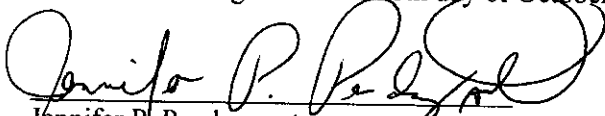
LEGAL DESCRIPTION: Lot 20, Final Plat Division of Lot 8, Bailey Station PUD, located in Section 28, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 77, Page 38 in the Chancery Clerk's Office of DeSoto County, Mississippi, to which plat reference is made for a more particular description of said property.

This conveyance is subject to the terms and restrictions contained in the Recapture Deed Restriction attached hereto and incorporated herein.

The warranty in this deed is subject to rights of way and easements for public roads and public utilities, subdivision and zoning regulations in effect in DeSoto County, Mississippi, and further subject to all applicable building restrictions and the restrictive covenants of record.

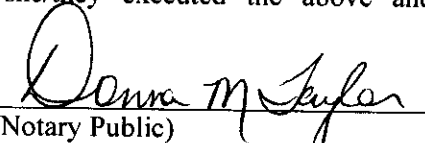
IT IS AGREED and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, then the parties hereto agree to pay on the basis of an actual proration.

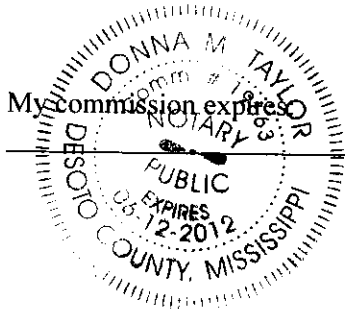
WITNESS our signature this 16th day of October, 2009.


 Jennifer P. Pendergrast

STATE OF MISSISSIPPI
 COUNTY OF DeSOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of October, 2009, within my jurisdiction, the within named Jennifer P. Pendergrast, who acknowledged that he/she/they executed the above and foregoing instrument.


 (Notary Public)



**RECAPTURE
DEED RESTRICTION**

STATE OF MISSISSIPPI
COUNTY OF Desoto

The undersigned, **Leonard Baggett** ("Owner(s)"), is/are the owner(s) of certain real property and improvements located at 3734 Conrail Circle (lot 125 Holiday Hills old section F, phase 1) in Horn Lake, (City/Town), **Desoto** (County), Mississippi 38637 and more particularly described on **Exhibit A attached** hereto and incorporated herein for all purposes (the "Property"). For value received, the adequacy and sufficiency of which are hereby acknowledged, Owner does hereby impress the Property with the following deed restrictions.

1. For purposes of these deed restrictions, the following terms have the meaning indicated as per the Mississippi Development Authority adopted HOME Program recapture requirements:

"Period of Affordability" means a period of time beginning on the date of this instrument pursuant to HUD Final Rule 24 CFR Part 92.254.

Homeownership assistance HOME/ADDI amount per-unit	Minimum period of affordability in years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

"ADDI funds" means the amount funded by the Agency for the benefit of Owner, for the purpose of assisting a first-time homebuyer in the purchase of the Property from the ADDI Program allocation.

"Agency" means the Mississippi Development Authority or its designee.

"HOME funds" means the amount funded by the Agency for the benefit of Owner, for the purpose of assisting in the purchase of the Property for the HOME Program allocation.

"Low-income families" means families whose incomes do not exceed 80 percent of the median income for the area as determined by the United States Department of Housing and Urban Development at the time of purchase with adjustments for family size.

"Net gain" means the amount payable to the seller at closing less any amount of the homeowner's original down-payment investment and capital improvements investments made by the Owner.

"Recapture Requirements" means that if the Property does not continue as the principle residence of the family for the duration of the Period of Affordability, that the participating jurisdiction recoups all or a portion of the HOME/ADDI assistance to the homebuyer(s). The participating jurisdiction will reduce the HOME investment amount to be recaptured on a prorate basis for the time the homeowner has owned and occupied the housing as a principal residence measured against the required affordability period. See 24 CFR Part 92.254(a)(5)(ii).

"Very low-income families" means families whose incomes do not exceed 50 percent of the median income for the area as determined by the United States Department of Housing and Urban Development at the time of purchase with adjustments for family size.

2. The Agency must receive prior written notification of any sale, refinancing or foreclosure that occurs during the Period of Affordability.
3. **In the event of a sale** of the Property an amount equal to a pro rata share of the HOME/ADDI funds, reduced proportionately for every month of the Period of Affordability the selling Owner owned the Property, shall be repaid to the Agency from any net gain realized upon the sale of the Property after deduction for sales expenses.
4. **In the event of a refinancing** during the Period of Affordability, an amount equal to a pro rata share of the HOME/ADDI funds, reduced proportionately for every month of the Period of Affordability the Owner has owned the Property, shall be repaid to the Agency from any net gain realized upon the refinancing. **Cash-out refinances are not allowed.**
5. **In the event of a foreclosure** the Agency may only receive the net proceeds up to the original amount of HOME/ADDI funds. The net proceeds are the sales price minus superior loan repayment and any closing costs. This instrument and these restrictions are subordinate to any valid outstanding lien against the property currently of record.
6. The provisions of this instrument are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of Owner who may acquire any right, title, or interest in or to the Property, or any part thereof. Owner, its successors, heirs, and assigns hereby agree and covenant to abide by and fully perform the provisions of this instrument.

7. Owner occupant understands and agrees that this instrument shall be governed by the laws of the State of Mississippi and regulations of the U. S. Department of Housing and Urban Development.
8. Owner occupant understands that the property must be the principle residence of the family during the Period of Affordability. In the event the Property does not remain the principle residence, the Owner must repay the Agency an amount equal to a pro rata share of the HOME/ADDI funds, reduced proportionately for every month of the Period of Affordability the Owner has owned the Property.
9. Owner occupant understands the Period of Affordability is for a period of (10) ten years beginning on the date of this instrument and ending October 30, 2019. At the ending date of this instrument, this deed restriction is canceled and all HUD requirements satisfied.
10. On FHA insured mortgages, HOME program restrictions on the property shall terminate upon foreclosure, transfer in lieu of foreclosure or assignment of the FHA insured mortgage to HUD. To the extent that there are any proceeds from the foreclosure or other sale of the property by HUD remaining after the HUD insured loan is paid, the remaining proceeds shall be paid to the Mississippi Development Authority.

EXECUTED this 16th day of OCTOBER, 2009

By Leonard Baggett

By: Leonard Baggett

STATE OF MISSISSIPPI
COUNTY OF DeSoto

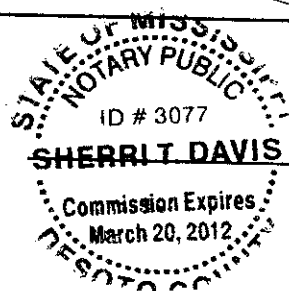
PERSONALLY appeared before me, the undersigned authority in and for the said State and County, the within named LEONARD BAGGETT, who acknowledged that he/she signed and delivered the above foregoing instrument on the day and date therein above stated as for his/her own voluntary act and deed.

Given under my hand and Official Seal, this the 16th day of OCTOBER, 2009

(SEAL)

[Signature]
Notary Public

My commission expires:



Description of Property

Filing instructions to Clerk: